

After Recording Return to:
City Manager
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

DEVELOPMENT AGREEMENT
(Eldorado Market Place-Eldorado Parkway)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF FRISCO, TEXAS, a municipal corporation ("Frisco"), and WD ELDORADO & TOLLWAY, L.P., a Texas limited partnership ("Owner").

WHEREAS, Owner owns 49.614 acres, more or less, situated in the Thomas Cassaday Survey, Abstract No. 236, Denton County, Texas and adjacent to Eldorado Parkway, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the Texas Department of Transportation ("TxDOT") has plans to reconstruct Eldorado Parkway (FM 2934) ("Eldorado Parkway"), including without limitation, the construction of six travel lanes, the reconstruction of pre-existing driveway connections within the right-of-way, and the construction of median openings and deceleration lanes along Eldorado Parkway (the "Project"); and

WHEREAS, Owner has, in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of a median opening and its attached left turn bay, three right-turn deceleration lanes, and driveway connections within the TxDOT right-of-way on Eldorado Parkway at the locations hereinafter described (hereinafter defined as the "Property Access Improvements") as well as a traffic signal at the requested median opening (hereinafter defined as the "Traffic Signal"); and

WHEREAS, TxDOT has agreed to construct, as part of its reconstruction of Eldorado Parkway, the Property Access Improvements at the locations hereinafter set forth provided: (a) Owner pays Dannenbaum Engineering to incorporate the Property Access Improvements into TxDOT's plans for Eldorado Parkway; (b) Owner pays for the construction costs of the Property Access Improvements; and (c) Owner obtains TxDOT permits for the driveways and right-turn deceleration lanes; and

WHEREAS, as a condition of TxDOT's construction of the Property Access Improvements made the subject of this Agreement, TxDOT requires that Frisco tender the construction costs therefore; and

WHEREAS, TxDOT has authorized the construction of the Traffic Signal; and

WHEREAS, Frisco has agreed to construct the Traffic Signal provided Owner pays for its portion of the construction costs of same as more particularly described in Exhibit C; and

and/or Property, resulting, in whole or in part, directly or indirectly, from TxDOT's failure to complete the construction of the Property Access Improvements by any certain date and/or as set forth in this Agreement. Owner acknowledges and agrees that TxDOT may require one or more traffic signal warrant analyses before Frisco constructs the Traffic Signal and that Owner will be responsible for conducting any such analyses at its sole cost and expense.

6. Construction of Project. TxDOT will construct the Project including the Property Access Improvements and Frisco will construct the Traffic Signal. Owner has provided Frisco with the estimate of the costs to construct the Property Access Improvements and Owners's portion of the Traffic Signal, which amount is anticipated to be Two Hundred Twenty Five Thousand, Eight Hundred, Fifty Five and No/1 00 Dollars (\$225,855.00), as more particularly described in Exhibit C, attached hereto and incorporated herein for all purposes (the "Property Access Improvements and Traffic Signal Estimated Construction Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, TxDOT engineering and contingency fee, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the Property Access Improvements. The phrase "cost overruns" as used herein shall mean costs, which may be incurred by TxDOT in the construction of the Property Access Improvements and which are over and above the Property Access Improvements Estimated Construction Costs.

7. Owner's Payment of the Property Access Improvements and Traffic Signal Estimated Construction Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account, at the location solely determined by Frisco, funds equal to the Property Access Improvements and Traffic Signal Estimated Construction Costs (the "Escrow Funds"). The Escrow Funds will be available to Frisco to pay to TxDOT for the construction costs associated with the Property Access Improvements, and Frisco shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Property Access Improvements and the Traffic Signal. Frisco shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after TxDOT has issued a final letter of acceptance for the construction of Eldorado Parkway, including but not limited to, the Property Access Improvements, and paid all of the construction costs associated with the Property Access Improvements, as solely determined by Frisco, ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. Frisco may, in its sole discretion, utilize the interest earned on the Escrow Funds, if any, for any purpose.—Further, Owner shall, within thirty (30) days of receiving written notice from Frisco, tender to Frisco any and all construction cost overruns associated with the construction of the Property Access Improvements. Notwithstanding anything to the contrary herein, Frisco and Owner agree that Frisco shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the Property Access Improvements.

8. Disclaimer/Waiver of Damages/Liability. (a) Owner acknowledges and agrees that Frisco is not providing any guarantee, representation and/or warranty, and Frisco hereby disclaims any guarantee, representation and/or warranty, of any work performed by TxDOT, its

agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Property Access Improvements, in whole or in part.

(b) OWNER HEREBY RELEASES FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE PROPERTY ACCESS IMPROVEMENTS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE PROPERTY ACCESS IMPROVEMENTS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARISE DUE TO, OR DAMAGES ARE CAUSED BY, SOLELY AND DIRECTLY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF FRISCO OR ITS AUTHORIZED COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

9. INDEMNIFICATION. OWNER HEREBY AGREES TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS, FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENCE, GROSSLY NEGLIGENCE, AND/OR INTENTIONAL ACT AND/OR OMISSION OF OWNER, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTIES FOR WHOM OWNER AND/OR TxDOT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF THE CONSTRUCTION OF THE PROPERTY ACCESS IMPROVEMENTS PURSUANT TO THIS AGREEMENT, (HEREINAFTER "CLAIMS"). IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) OWNER ACKNOWLEDGES AND AGREES THAT:

- (I) THE FEES TO BE IMPOSED BY FRISCO REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:
 - (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
 - (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
 - (C) NUISANCE; AND/OR
 - (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
 - (II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT OWNER'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.
 - (III) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO, IF ANY, PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF OWNER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. OWNER AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.
 - (IV) OWNER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES BROUGHT PURSUANT TO THIS PARAGRAPH.
- (B) OWNER RELEASES CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(C) OWNER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(D) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Property Access Improvements and Traffic Signal only. Frisco Ordinances covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, any and all impact fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Frisco under any other ordinance whether now existing or in the future arising.

12. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from Frisco, Frisco shall have the following remedies in addition to Frisco's other rights and remedies, at law or in equity:

- (a) to refuse to issue any and all building permits for the Property; and/or
- (b) to, without notice or any other action of Frisco, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or
- (c) to, without notice or any other action of Frisco, immediately revoke any and all certificates of occupancy issued for the Property; and/or
- (d) to file this instrument in the Land Records of Denton County as a lien and/or encumbrance against the Owner and/or the Property; and/or
- (e) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- (f) to refuse to finally accept the Property and/or any portion thereof; and/or
- (g) to immediately, without further notice to Owner, cease any and all design and/or construction of the Property Access Improvements and Traffic Signal; and/or
- (h) to seek specific enforcement of this Agreement.

In the event of Frisco's default under this Agreement, Owner will be entitled to seek specific performance and/or any other remedy available to them at law or in equity.

13. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County.

14. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Frisco, to:

City of Frisco
ATTN: George Purefoy, City Manager
6101 Frisco Square Boulevard
Frisco, Texas 75034
(telephone) 972-292-5100
(facsimile) 972-292-5122

If to Owner, to:

WD Eldorado & Tollway, L.P.
ATTN: James F. Duggan
15770 Dallas Parkway, Suite 850
Dallas, Texas 75248
(telephone) 972-980-9686 (ext. 106)
(facsimile) 972-980-9705

(b) Assignment. This Agreement is not assignable without the prior written consent of Frisco.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that Frisco has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code and nothing in this Agreement provides Frisco with fair notice of any project of the Owner. **OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(o) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(p) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the Owner and/or its authorized representatives.

(q) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

(r) References to Owner. "Owner" as used herein shall mean Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees, contractors, subcontractors, invitees, licensees, trustees and/or any other third party for whom Owner is legally responsible.

(s) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 8 and 9 herein are conspicuous, and the parties have read and understood the same.

(t) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY OF FRISCO, TEXAS

By: George Purefoy
George Purefoy, City Manager

Date: Sept. 9. 2008

WD ELDORADO & TOLLWAY, L.P., a Texas limited partnership

By: WD Eldorado & Tollway Gen-Par, LLC, a Texas limited liability company

Its: General Partner

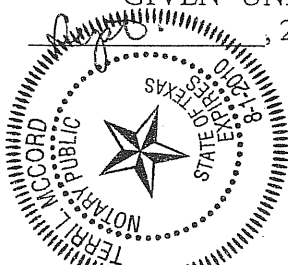
By: James F. Duggan
James F. Duggan, President

Date: _____

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of Sept., 2008.



Terrell McCord
Notary Public in and for the State of Texas
My Commission Expires: 8/1/10

STATE OF TEXAS *
 *
COUNTY OF DALLAS *

BEFORE ME, the undersigned authority, on this day personally appeared James F. Duggan, President of WD Eldorado & Tollway Gen-Par, LLC, a Texas limited liability company and General Partner of **WD ELDORADO & TOLLWAY, L.P.**, a Texas limited partnership, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said company and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of August, 2008.



Jeri Peasnek
Notary Public in and for the State of Texas
My Commission Expires: 7/26/2011

EXHIBIT A
(DESCRIPTION OF THE PROPERTY)

[2 pages attached]

FIELD NOTE DESCRIPTION DEVELOPERS TRACT

STATE OF TEXAS COUNTY OF DENTON

BEING a tract of land situated in the Thomas Cassaday Survey Abstract No. 236, Denton County, Texas and being a portion of the land described in a deed to WD Eldorado & Tollway L.P. recorded in County Clerk's file no. 2005-45699 of the Official Public Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a Brass Capped Monument at the intersection of the westerly right of way line of Dallas North Tollway (variable width right of way) and the northerly right of way line of Eldorado Parkway (variable width right of way);

THENCE along the northerly right of way line of said Eldorado Parkway as follows:

North 89 degrees 09 minutes 00 seconds East a distance of 10.00 feet to a 1/2 inch iron-rod set with red plastic cap stamped "W.A.I." for corner;

South 46 degrees 05 minutes 19 seconds West a distance of 56.33 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I.," for the beginning of a non tangent curve to the left having a radius of 2903.00 feet, a chord bearing of North 89 degrees 54 minutes 51 seconds West and a chord length of 85.78 feet;

Along said non tangent curve to the left through a central angle of 01 degrees 41 minutes 35 seconds for an arc length of 85.78 feet to a 1/2 inch iron rod set with red plastic cap stamped "W.A.I." for corner;

South 89 degrees 14 minutes 22 seconds West a distance of 299.60 feet to a Brass Capped Monument for the beginning of a curve to the right having a radius of 2827.00 feet, a chord bearing of North 89 degrees 45 minutes 27 seconds West and a chord length of 98.97 feet;

Along said curve to the right through a central angle of 02 degrees 00 minutes 22 seconds for an arc length of 98.98 feet to Brass Capped Monument for corner;

North 88 degrees 45 minutes 16 seconds West a distance of 527.68 feet to a Brass Capped Monument for the beginning of a curve to the right having a radius of 2815.00, a chord bearing of North 88 degrees 03 minutes 41 seconds West and a chord length of 68.08 feet;

Along said curve to the right through a central angle of 01 degrees 23 minutes 08 seconds for an arc length of 68.08 feet to Brass Capped Monument for corner;

North 87 degrees 22 minutes 07 seconds West a distance of 70.08 feet to a Brass Capped Monument for corner in the easterly line of a tract of land described in a deed to Grace Presbytery, Inc. recorded in Volume 5332, Page 627 of the Official Public Records of Denton County, Texas;

THENCE along the common line of said Grace Presbytery, Inc. tract and the westerly line of said WD Eldorado & Tollway L.P. tract North 00 degrees 51 minutes 11 seconds East passing at

a distance of 603.05 feet a 5/8 inch iron rod found for the southeast corner of Cobb Farm Phase I an addition to the City of Frisco according to the plat recorded in Cabinet X, Slide 408 of the Plat Records of Denton County, Texas in all a distance of 1798.79 feet to a 1/2 inch iron rod found for corner in the southerly line of a tract of land described in a deed to Beazer Homes Texas, L.P. as recorded in CC# 2004-132951 of the Official Public Records of Denton County, Texas;

THENCE along the common line of said Beazer Homes Texas, L.P. tract and said WI> Eldorado & Tollway L.P. South 89 degrees 08 minutes 49 seconds East a distance of 1200.00 feet to a 1/2 inch iron rod found for corner in the westerly right of way line of said Dallas North Tollway;

THENCE along the westerly line of said Dallas North Tollway South 00 degrees 51 minutes 12 seconds West a distance of 1755.56 feet to the POINT OF BEGINNING;

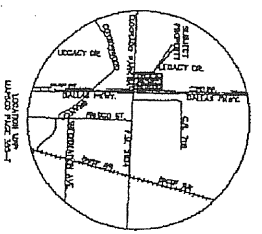
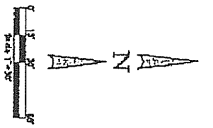
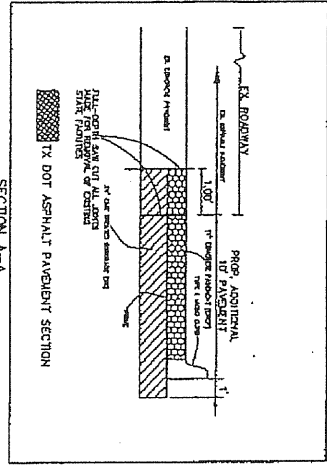
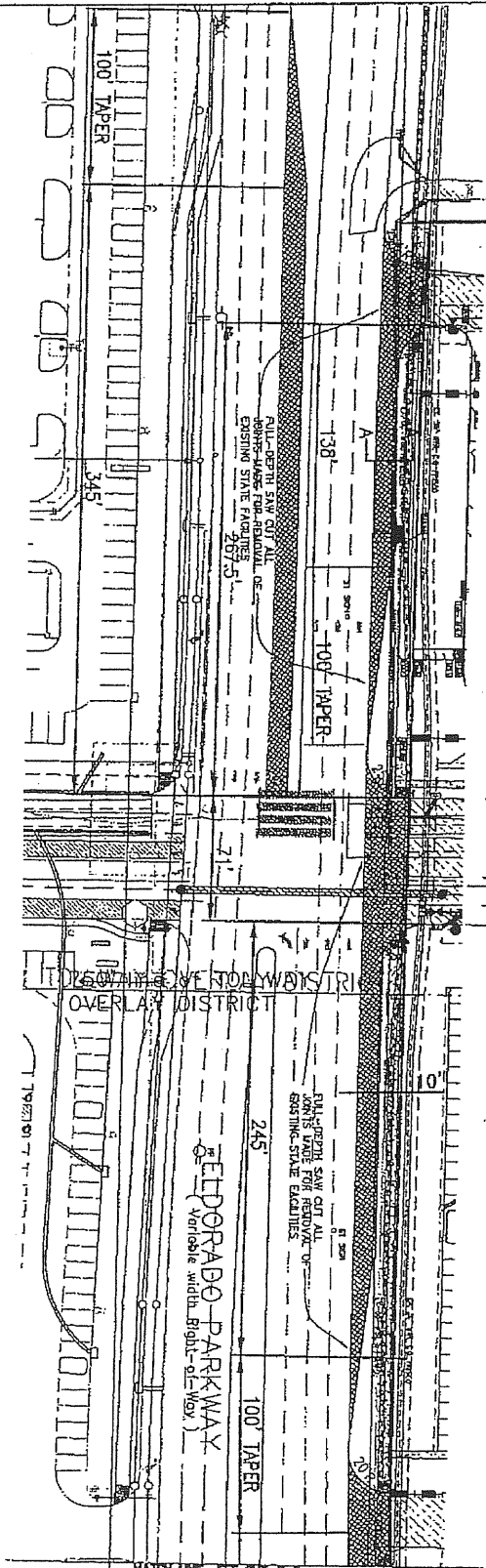
CONTAINING within these metes and bounds 49.614 acres or 2,161,181 square feet of land more or less. Bearings cited herein are based on GPS ties to City of Frisco Surface Coordinate System as tied in the field November, 2006.

EXHIBIT B
**(DESCRIPTION OF PROJECT/
DEPICTION OF PROPERTY ACCESS IMPROVEMENTS)**

[2 pages attached]

1. FULL-DEPTH SAW CUT ALL JOINTS MADE
2. INSTALL EXPANSION JOINT AT ALL DRIVEWAY
- AND PUBLIC STREET CONNECTIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, EXTENSION, & VERTICAL OF ANY EXISTING CURBS, SIDEWALKS, DRIVEWAYS, AND OTHER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, EXTENSION, & VERTICAL OF ANY EXISTING CURBS, SIDEWALKS, DRIVEWAYS, AND OTHER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, EXTENSION, & VERTICAL OF ANY EXISTING CURBS, SIDEWALKS, DRIVEWAYS, AND OTHER ADJACENT STRUCTURES.



DOCUMENT
NO. 1 - 100' SAW CUT OF ALL JOINTS
MADE
2 - 100' SAW CUT OF ALL JOINTS
MADE
3 - 100' SAW CUT OF ALL JOINTS
MADE
4 - 100' SAW CUT OF ALL JOINTS
MADE
5 - 100' SAW CUT OF ALL JOINTS
MADE
6 - 100' SAW CUT OF ALL JOINTS
MADE
7 - 100' SAW CUT OF ALL JOINTS
MADE
8 - 100' SAW CUT OF ALL JOINTS
MADE
9 - 100' SAW CUT OF ALL JOINTS
MADE
10 - 100' SAW CUT OF ALL JOINTS
MADE

Scale: 1" = 20'	Date: 11/20/06
Drawn By: N.A.V.	Checked By: N.A.V.
Plot: 100% (100% Scale)	Project No.: 19526

DIMENSION CONTROL/PAVING PLAN 1-TXDOT
ELDORADO MARKET PLACE
FRISCO, TEXAS

T. CASSIDY SURVEY, ABSTRACT NO. 238
CITY OF FRISCO
CENTON COUNTY, TEXAS
OWNER/DEVELOPER: MC ELDORADO/TELLWAY L.P.
15770 DALLAS PKWY, #250
DALLAS, TEXAS 75246
(972) 250-1000, ext. 108

NO.	DATE	REVISION	APPROVAL
1			

Winkelmann & Associates, Inc.
Professional Engineer
15770 Dallas Pkwy, Suite 250
Dallas, Texas 75246
(972) 250-1000

SECTION LINE

MATCH LINE SEE SHY. T-1

FULT-DEPTH SAW CUT
ADJUSTING SLOPE FOR
ROLLWAYS & EXISTING
STATE FACILITIES

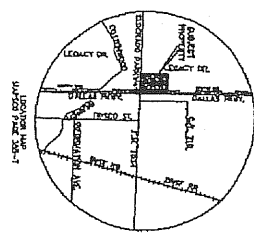
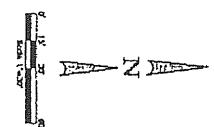
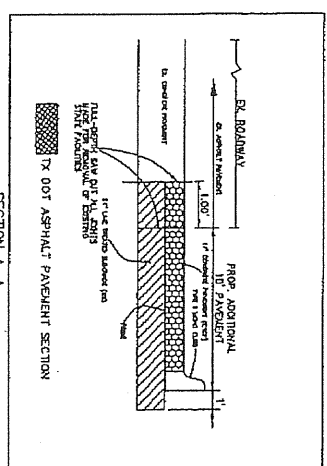
186.5 ±

30'

239 ±

ELDORADO PARKWAY
(Variable width Right-of-Way)

DALLAS NORTH TOLLWAY
(Variable width Right-of-Way)

[illegible]

T-2 SHEET

Designed By :	W.J.W.
Drawn By :	H.Z.V.
Checked By :	W.J.W.
File :	18925 into 189

DIMENSION CONTROL/PAVING PLAN 2-TXDOT
ELDORADO MARKET PLACE
FRISCO, TEXAS

THE SOIL ATTENDING ON THIS COUNTRY WAS ESTIMATED BY JUDGE C. T. BROWN, JR. JULY 1900	SOIL CONDITIONS HAVE BEEN REPRODUCED FROM A NUMBER OF SURVEYS OF SOILS IN TEXAS, PARTICULARLY SURVEY NO. 1000
T. CASSIDY SURVEY, ABSTRACT NO. 236 CITY OF FRISCO DENTON COUNTY, TEXAS	
OWNER/DEV.: W. O. ELDORADO/TOLLMAN, L.P. 15770 DALLAS HWY., P.O. BOX DALLAS, TEXAS 75244 (214) 353-8888	1966 1966

[illegible]

EXHIBIT C
(DESCRIPTION OF PROPERTY ACCESS IMPROVEMENTS AND TRAFFIC SIGNAL
ESTIMATED CONSTRUCTION COSTS)

[solo page attached]



**Winkelmann
& Associates, Inc.**

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

May 21, 2007
Revised May 23, 2007
Revised August 7, 2007
Revised August 20, 2008

Joel Fitts
City of Frisco-Engineering
6891 Main Street
Frisco, Texas 75034

Re: Escrow for El Dorado Improvements

Mr. Fitts:

Enclosed are estimates of probable cost for work within the R.O.W. of El Dorado following or during TXDOT improvements.

I.	Signal	\$90,000.00
II.	½ Median opening and 1 turn lane	
	24" Lime Stab. Subg. 540 SY @ \$5.00	\$ 2,700.00
	Lime 52 Tons @ \$110.00	\$ 5,720.00
	9" Concrete Paving 515 SY @ \$35.00	\$18,025.00
	4" Type "B" HMAC 515 SY @ \$10.00	\$ 5,150.00
	Moisture Conditioning 540 SY @ \$2.00	\$ 1,080.00
	Concrete Curb 300 LF @ \$15.00	\$ 4,500.00
	PVMT Markings 1 LS @ \$1,000	<u>\$ 1,000.00</u>
	Sub-Total	\$38,175.00
III.	Three deceleration lanes	
	A. 24" Lime Stab. Subg. 845 SY @ \$5.00	\$ 4,225.00
	B. Lime 48 Tons @ \$110.00	\$ 5,280.00
	C. 9" Concrete paving 900 SY @ \$35.00	\$31,500.00
	D. 4" Type "B" HMAC 900 SY @ \$10.00	\$ 9,000.00
	E. Moisture conditioning 900 SY @ \$2.00	\$ 1,800.00
	F. Concrete Curb 900 LF @ \$15.00	\$13,500.00
	G. Pavement markings 1LS \$3,000.00	<u>\$ 3,000.00</u>
	Sub-Total	\$ 68,305.00
iv.	Sidewalk	
	A. 4" Concrete Walk 6,980 SF @ \$3.75	\$ 26,175.00
	B. Barrier fee ramp 8 ea. @ \$400.00	<u>\$ 3,200.00</u>
	Sub-Total	\$ 29,375.00